

1 DEL HARDY, ESQ.  
State Bar No. 1172  
2 STEPHANIE RICE, ESQ.  
State Bar No. 11627  
3 HARDY LAW GROUP  
96 & 98 Winter Street  
4 Reno, NV 89503  
(775) 786-5800  
5 Del@Hardylawgroup.com  
Stephanie@Hardylawgroup.com  
6

7 *Attorneys for Defendants*

8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 NAPLES POLARIS, LLC, a Nevada Limited  
11 Liability Company,

12 Plaintiff,  
vs.

Case No. 3:13-CV-00511-RCJ-VPC

13 VAL PETERSON, and individual; EUGENE  
14 CLEVELAND CANEPA, an individual; and  
WESTERN PROPERTIES OF NEVADA, LLC, a  
15 Nevada limited Liability Company; UNITED STATES  
DEPARTMENT OF THE TREASURY,  
16 INTERNAL REVENUE SERVICE;

17 Defendants.

**ANSWER TO COMPLAINT FOR  
INTERPLEADER**

18 \_\_\_\_\_/  
19 COMES NOW, Interpleader-Defendants, EUGENE CLEVELAND CANEPA, individually, and  
20 WESTERN PROPERTIES OF NEVADA, LLC, a Nevada Limited Liability Company, by and through  
21 their attorneys, Stephanie Rice, Esq. and Del Hardy of Hardy Law Group, and in answer to  
22 Interpleader-Plaintiff's Complaint in Interpleader, answers the Complaint in Interpleader and  
23 responds as follows:

24 **PARTIES**

25 1. Interpleader-Defendants admits that Naples Polaris is a Nevada Limited Liability  
26 Company, but is without sufficient information to admit or deny the remainder of the  
27 allegations contained in Paragraph 1 of Interpleader-Plaintiff's Complaint, and therefore deny  
28 and demand strict proof of the same.

1           2.     Interpleader-Defendants are without sufficient information to admit or deny the  
2     allegations contained in Paragraph 2 of Interpleader-Plaintiff's Complaint, and therefore deny  
3     and demand strict proof of the same.

4           3.     Interpleader-Defendants admit the allegations contained in Paragraph 3 of  
5     Interpleader-Plaintiff's Complaint.

6           4.     Interpleader-Defendants admit that Western Properties of Nevada, LLC is a  
7     Nevada Limited Liability Company, but is without sufficient information to admit or deny the  
8     remainder of the allegations contained in Paragraph 4 of Interpleader-Plaintiff's Complaint, and  
9     therefore deny and demand strict proof of the same.

10          5.     Interpleader-Defendants admit that the IRS is the United States agency  
11     responsible for tax collection, but is without sufficient information to admit or deny the  
12     remainder of the allegations contained in Paragraph 5 of Interpleader-Plaintiff's Complaint, and  
13     therefore deny and demand strict proof of the same.

14                               **JURISDICTION AND VENUE**

15          6.     Interpleader-Defendants admit that Naples Polaris possesses \$300,000, and  
16     admits that Interpleader-Defendants are entitled to the entire \$300,000. With respect to the  
17     balance of the allegations contained in paragraph 6, Interpleader-Defendants are without  
18     sufficient information to admit or deny the allegations contained in that paragraph, and  
19     therefore deny the same and demand strict proof of the same.

20          7.     Interpleader-Defendants are without sufficient information to admit or deny the  
21     allegations contained in Paragraph 7 of Interpleader-Plaintiff's Complaint, and therefore deny  
22     and demand strict proof of the same.

23          8.     Interpleader-Defendants are without sufficient information to admit or deny the  
24     allegations contained in Paragraph 8 of Interpleader-Plaintiff's Complaint, and therefore deny  
25     and demand strict proof of the same.

26          9.     Interpleader-Defendants are without sufficient information to admit or deny the  
27     allegations contained in Paragraph 9 of Interpleader-Plaintiff's Complaint, and therefore deny  
28     and demand strict proof of the same.

**CAUSE OF ACTION IN INTERPLEADER**

10. Interpleader-Defendants admit the allegations contained in Paragraph 9 of Interpleader-Plaintiff's Complaint.

11. Interpleader-Defendants admit the Bankruptcy Court order confirmed a settlement on August 27, 2008, but is without sufficient information to admit or deny the remainder of the allegations contained in Paragraph 11 of Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

12. Interpleader-Defendants admits the settlement agreement was executed by "Western Properties of Nevada , LLC", and that "Western Properties, LLC a Nevada limited liability company" is referenced in the settlement agreement. Interpleader-Defendants are without sufficient information to admit or deny the remainder of the allegations contained in Paragraph 12 of Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

13. Interpleader-Defendants admit that Mr. Canepa filed proofs of claim for "Western Properties, LLC", but are without sufficient information to admit or deny the allegations contained in Paragraph 13 of Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

14. Interpleader-Defendants are without sufficient information to admit or deny the allegations contained in Paragraph 14 of Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

15. Interpleader-Defendants are without sufficient information to admit or deny the allegations contained in Paragraph 15 of Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

16. Interpleader-Defendants are without sufficient information to admit or deny the allegations contained in Paragraph 16 of Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

17. Interpleader-Defendants are without sufficient information to admit or deny the allegations contained in Paragraph 17 of Interpleader-Plaintiff's Complaint, and therefore deny

1 and demand strict proof of the same.

2 18. Interpleader-Defendants admit that Western Properties of Nevada, LLC is  
3 entitled to the full distribution from the 2009 case and judgment, and is without sufficient  
4 information to admit or deny the remainder of the allegations contained in Paragraph 18 of  
5 Interpleader-Plaintiff's Complaint, and therefore deny and demand strict proof of the same.

6 19. Interpleader-Defendants are without sufficient information to admit or deny the  
7 allegations contained in Paragraph 19 of Interpleader-Plaintiff's Complaint, and therefore deny  
8 and demand strict proof of the same.

9 20. Interpleader-Defendants are without sufficient information to admit or deny the  
10 allegations contained in Paragraph 20 of Interpleader-Plaintiff's Complaint, and therefore deny  
11 and demand strict proof of the same.

12 21. Interpleader-Defendants are without sufficient information to admit or deny the  
13 allegations contained in Paragraph 21 of Interpleader-Plaintiff's Complaint, and therefore deny  
14 and demand strict proof of the same.

15 22. Interpleader-Defendants are without sufficient information to admit or deny the  
16 allegations contained in Paragraph 22 of Interpleader-Plaintiff's Complaint, and therefore deny  
17 and demand strict proof of the same.

18 23. Interpleader-Defendants are without sufficient information to admit or deny the  
19 allegations contained in Paragraph 23 of Interpleader-Plaintiff's Complaint, and therefore deny  
20 and demand strict proof of the same.

21 24. Interpleader-Defendants are without sufficient information to admit or deny the  
22 allegations contained in Paragraph 24 of Interpleader-Plaintiff's Complaint, and therefore deny  
23 and demand strict proof of the same.

24 25. Interpleader-Defendants are without sufficient information to admit or deny the  
25 allegations contained in Paragraph 25 of Interpleader-Plaintiff's Complaint, and therefore deny  
26 and demand strict proof of the same.

27 26. Interpleader-Defendants are without sufficient information to admit or deny the  
28 allegations contained in Paragraph 26 of Interpleader-Plaintiff's Complaint, and therefore deny

1 and demand strict proof of the same.

2       27. Interpleader-Defendants are without sufficient information to admit or deny the  
3 allegations contained in Paragraph 27 of Interpleader-Plaintiff's Complaint, and therefore deny  
4 and demand strict proof of the same.

5       28. Interpleader-Defendants are without sufficient information to admit or deny the  
6 allegations contained in Paragraph 28 of Interpleader-Plaintiff's Complaint, and therefore deny  
7 and demand strict proof of the same.

8       29. Interpleader-Defendants are without sufficient information to admit or deny the  
9 allegations contained in Paragraph 29 of Interpleader-Plaintiff's Complaint, and therefore deny  
10 and demand strict proof of the same.

11       30. Interpleader-Defendants are without sufficient information to admit or deny the  
12 allegations contained in Paragraph 30 of Interpleader-Plaintiff's Complaint, and therefore deny  
13 and demand strict proof of the same.

14       31. Interpleader-Defendants are without sufficient information to admit or deny the  
15 allegations contained in Paragraph 31 of Interpleader-Plaintiff's Complaint, and therefore deny  
16 and demand strict proof of the same.

17       32. Interpleader-Defendants are without sufficient information to admit or deny the  
18 allegations contained in Paragraph 32 of Interpleader-Plaintiff's Complaint, and therefore deny  
19 and demand strict proof of the same.

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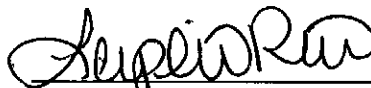
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1 WHEREFORE, Interpleader-Defendants, EUGENE CLEVELAND CANEPA, individually, and  
2 WESTERN PROPERTIES OF NEVADA, LLC, a Nevada Limited Liability Company, by counsel,  
3 respectfully request that this honorable court enter Judgment in their favor and against  
4 Interpleader-Plaintiff and all other Interpleader-Defendants, and in so doing compel payment  
5 of the entirety of the proceeds to Interpleader-Defendants, EUGENE CLEVELAND CANEPA,  
6 individually, and WESTERN PROPERTIES OF NEVADA, LLC, a Nevada Limited Liability  
7 Company, and request any and all other relief that this honorable court finds just and proper.

8  
9  
10 DATED: October 23, 2013

11 Respectfully submitted,

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14 STEPHANIE RICE, ESQ.

15 DEL HARDY, ESQ.

16 *Attorneys for Interpleader-Defendants*

17 Eugene Cleveland Canepa, and

18 Western Properties of Nevada, LLC  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of HARDY LAW GROUP, 96 & 98 Winter Street, Reno, Nevada 89503, and that on this date I served the foregoing document(s) described as **ANSWER TO COMPLAINT FOR INTERPLEADER** on all parties to this action by:

☒ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage paid, following ordinary business practices.

☐ Personal Delivery

☐ Facsimile (FAX)

☐ Federal Express or other overnight delivery

☐ Messenger Service

☐ Certified Mail with Return Receipt Requested

☒ Electronically filed

addressed as follows:

Timothy A. Lukas, Esq.  
Tamara Reid, Esq.  
Holland & Hart, LLP  
5441 Kietzke Lane, Second Floor  
Reno, Nevada 89511  
TLUKAS@HOLLANDHART.COM  
TREID@HOLLANDHART.COM  
Fax: 775-786-6179

**AFFIRMATION**

Pursuant to NRS 239B.030, the undersigned does hereby affirm that the proceeding document and attached exhibits, if any, do not contain the Social Security Number of any person.

DATED this 24<sup>th</sup> day of October 2013.

  
AN EMPLOYEE OF HARDY LAW GROUP